

## INFORMATION SHARING ANNEX

### PREAMBLE

**WHEREAS** the Information Sharing Annex is part of the umbrella Memorandum of Understanding (the MOU) between the Canada Border Services Agency (CBSA) and the Royal Canadian Mounted Police (RCMP) which defines the basis for cooperation between the CBSA and the RCMP in the enforcement of border-related legislation;

**WHEREAS** the Canada Border Services Agency and the Royal Canadian Mounted Police need to exchange information on a reciprocal basis for the effective administration or enforcement of the law that each participant is mandated to administer or enforce;

**WHEREAS** paragraph 107(4)(a) of the *Customs Act* authorizes an official to provide, allow to be provided or provide access to customs information if the information will be used solely in or to prepare for criminal proceedings commenced under an Act of Parliament;

**WHEREAS** paragraph 107(4)(d) of the *Customs Act* authorizes an official to provide, allow to be provided or provide access to customs information if the information may reasonably be regarded as necessary solely for a purpose relating to the administration or enforcement of the *Customs Act*, the *Excise Act*, the *Excise Act, 2001*, or the *Export and Import Permits Act* by a member of the Royal Canadian Mounted Police;

**WHEREAS** paragraph 107(4)(e) of the *Customs Act* authorizes an official to provide, allow to be provided or provide access to customs information if the information may reasonably be regarded as necessary solely for a purpose relating to the life, health or safety of an individual or to the environment in Canada or any other country;

**WHEREAS** paragraph 107(4)(g) of the *Customs Act* authorizes an official to provide, allow to be provided or provide access to customs information if the information is reasonably regarded by the official to be information that does not directly or indirectly identify any person;

**WHEREAS** paragraph 107(4)(h) of the *Customs Act* authorizes an official to provide, allow to be provided or provide access to customs information if the information is reasonably regarded by the official to be information relating to the national security or defence of Canada;

**WHEREAS** paragraph 107(4)(i) of the *Customs Act* authorizes an official to provide, allow to be provided or provide access to customs information if the information is disclosed in accordance with the *Security of Canada Information Sharing Act*;

**WHEREAS** paragraph 107(5)(a) of the *Customs Act* authorizes an official to provide, allow to be provided or provide access to customs information to a peace officer having jurisdiction to investigate an alleged offence under any Act of Parliament or of the legislature of a

province subject to prosecution by indictment, if that official believes on reasonable grounds that the information relates to the alleged offence and will be used in the investigation or prosecution of the alleged offence, solely for those purposes;

**WHEREAS** paragraph 107(5)(b) of the *Customs Act* authorizes an official to provide, allow to be provided or provide access to customs information to a person that is otherwise legally entitled to the information by reason of an Act of Parliament, solely for the purposes for which that person is entitled to the information;

**WHEREAS** subparagraph 107(5)(c)(i) of the *Customs Act* authorizes an official to provide, allow to be provided or provide access to customs information to an official solely for the purposes of developing, administering or enforcing an Act of Parliament or developing or implementing a policy related to an Act of Parliament if the information relates to goods, the importation, exportation or in-transit movement of which is or may be prohibited, controlled or regulated under that Act;

**WHEREAS** subparagraph 107(5)(c)(ii) of the *Customs Act* authorizes an official to provide, allow to be provided or provide access to customs information to an official solely for the purposes of developing, administering or enforcing an Act of Parliament or developing or implementing a policy related to an Act of Parliament if the information relates to a person who that official has reasonable grounds to believe may have committed an offence under that Act in respect of goods imported or exported by that person;

**WHEREAS** subparagraph 107(5)(c)(iii) of the *Customs Act* authorizes an official to provide, allow to be provided or provide access to customs information to an official solely for the purposes of developing, administering or enforcing an Act of Parliament or developing or implementing a policy related to an Act of Parliament if the information relates to goods that may be evidence of an offence under that Act;

**WHEREAS** paragraph 8(2)(a) of the *Privacy Act* authorizes an official to disclose personal information for the purpose for which the information was obtained or compiled by the institution or for a use consistent with that purpose;

**WHEREAS** paragraph 8(2)(e) of the *Privacy Act* authorizes an official to disclose personal information to an investigative body specified in the *Privacy Regulations*, on the written request of the body, for the purpose of enforcing any law of Canada or a province or carrying out a lawful investigation, if the request specifies the purpose and describes the information to be disclosed;

**WHEREAS** paragraph 8(2)(f) of the *Privacy Act* authorizes an official to disclose personal information under an agreement or arrangement between the Government of Canada or an institution thereof and the government of a province for the purpose of administering or enforcing any law or carrying out a lawful investigation;

**WHEREAS** subsection 36(2) of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* authorizes information to be disclosed to the appropriate police force if there

are reasonable grounds to suspect that information would be relevant to investigating or prosecuting a money laundering offence or a terrorist activity financing offence;

**WHEREAS** the CBSA is responsible under the *Canada Border Services Agency Act* for supporting the administration, enforcement, or both, as the case may be, of the program legislation, which includes the *Customs Act*, the *Customs Tariff*, the *Immigration and Refugee Protection Act*, the *Agriculture and Agri-Food Administrative Monetary Penalties Act*, and the *Firearms Act*;

**WHEREAS** the RCMP is mandated to perform all duties that are assigned to peace officers in relation to the preservation of the peace, the prevention of crime and of offences against the laws of Canada and the laws in force in any province in which they may be employed and the apprehension of criminals and offenders. The RCMP's mandate is fulfilled through the administration of the *Royal Canadian Mounted Police Act* (RCMP Act) and *Regulations* and its common law duties and powers and the enforcement of the *Criminal Code*, the *Firearms Act*, *S.C. 1995, c.39* and *Regulations* made under the Act, and other federal statutes; and

**WHEREAS** any reference to an Act of Parliament includes the Regulations made under that Act, unless otherwise provided by this Annex.

## **THEREFORE THE CBSA AND THE RCMP INTEND AS FOLLOWS:**

### **PURPOSE**

1. This Annex outlines the framework upon which the CBSA and the RCMP (the participants) will exchange information for administrative or law enforcement purposes in accordance with their respective mandates and authorities. This Annex is not a legal authority to share information and information may be shared only if there is lawful authority to do so. This Annex provides guidance but does not replace the need to ensure compliance with applicable legislation, including the *Customs Act*, *Privacy Act* and the *Canadian Charter of Rights and Freedoms*.

### **DESIGNATED OFFICIALS**

2. The following designated officials or their delegates, will be responsible for implementing and administering this Annex and its Appendices.

**For the CBSA:**

Director General & Chief Data Officer  
Chief Data Office Directorate  
Canada Border Services Agency  
Vanier Towers  
333 North River Road, Tower A, 12th Floor  
Ottawa ON K1A 0L8

Telephone: 343-291-6580

**For the RCMP:**

Director  
Federal Policing, Strategic Services  
Royal Canadian Mounted Police  
73 Leikin Drive, Building M3-02-316  
Ottawa ON K1A 0R2

Telephone: 613-843-5192

3. Each participant will designate other officials in Appendices A and B to this Annex as points of contact for the purposes of approving amendments to Appendices C and D to this Annex, approving new requests for information, dispute resolution, inter-agency communications, the protection of information and privacy breaches.

**DEFINITIONS**

The following definitions apply to this Annex and its Appendices:

**“Access to Information Act”** means the *Access to Information Act* (R.S.C. 1985, c. A-1), as amended from time to time;

**“Canada Border Services Agency Act”** means the *Canada Border Services Agency Act* (S.C. 2005, c. 38), as amended from time to time;

**“Canadian Firearms Program”** means the Royal Canadian Mounted Police, Canadian Firearms Program tasked with the regulatory oversight of the *Firearms Act*;

**“Cannabis Act”** means An Act respecting cannabis and to amend the *Controlled Drugs and Substances Act*, the *Criminal Code* and other Acts (S.C. 2018, c.16), as amended from time to time;

**“Cannabis”** has the same meaning as in subsection 2(1) of the *Cannabis Act*;

**“CBSA”** means the Canada Border Services Agency as established pursuant to the *Canada Border Services Agency Act*, (S.C. 2005, c. 38);

**“Controlled Drugs and Substances Act”** means the *Controlled Drugs and Substances Act* (S.C. 1996, c. 19), as amended from time to time;

**“Criminal Code”** means the *Criminal Code* (R.S.C. 1985, c. C-46), as amended from time to time;

**“Customs Act”** means the *Customs Act* (R.S. 1985, c. 1 (2<sup>nd</sup> supp.)), as amended from time to time;

**“Customs information”** means information as defined under subsection 107(1) of the *Customs Act*;

**“Customs Tariff”** means the *Customs Tariff* (1997, c. 36) as amended from time to time;

**“Excise Act”** means the *Excise Act* (R.S.C., 1985, c. E-14), as amended from time to time;

**“Exit Information Regulations”** means the *Exit Information Regulations* which specifies the sources from which exit information may be collected, the persons who will be required to provide exit information, the conveyances (i.e. aircraft) for which exit information is required, as well as the circumstances, time and manner in which exit information must be provided to the Agency.

**“Firearms Act”** means the *Firearms Act* S.C. 1995, c.39 and Regulations, as amended from time to time;

**“Immigration and Refugee Protection Act”** means the *Immigration and Refugee Protection Act* (S.C. 2001, c.27), as amended from time to time;

**“Library and Archives of Canada Act”** means the *Library and Archives of Canada Act* (S.C. 2004, c.11), as amended from time to time;

**“MOU”** means the Memorandum of Understanding establishing the administrative framework for the promotion of co-operation and mutual assistance between the Royal Canadian Mounted Police and the Canada Border Services Agency that became effective on March 13, 2014;

**“Person”** means a natural person or a business entity;

**“Personal information”** means personal information as defined in section 3 of the *Privacy Act*;

**“Privacy Act”** means the *Privacy Act* (R.S.C. 1985, c. P-21), as amended from time to time;

**“Proceeds of Crime (Money Laundering) and Terrorist Financing Act”** means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (S.C. 2000, c.17), as amended from time to time;

**“Program legislation”** means program legislation as defined in section 2 of the *Canada Border Services Agency Act*;

**“RCMP”** means the Royal Canadian Mounted Police as established pursuant to the *Royal Canadian Mounted Police Act* (R.S.C. 1985, c. R-10), and includes INTERPOL Ottawa;

**“Royal Canadian Mounted Police Act”** means the *Royal Canadian Mounted Police Act* (R.S.C., 1985, c. R-10), as amended from time to time;

**“RCMP information”** means information collected by the RCMP pursuant to its mandate under the RCMP Act and Regulations and under the *Firearms Act*, and its common law duties, and may include personal information which means information about an identifiable individual recorded in any form; and

**“Security of Canada Information Disclosure Act”** means the *Security of Canada Information Disclosure Act* (S.C., 2015, c.20, s. 2), as amended from time to time.

## ANNEX AND APPENDICES

4. This Annex and its Appendices (Appendix C and Appendix D) are an integral part of the MOU. Appendix C is "Information that may be approved for release by the RCMP and intended uses of that information by the CBSA". Appendix D is "Information that may be approved for release by the CBSA and intended uses of that information by the RCMP."

## EXCHANGE OF INFORMATION

5. The CBSA may provide the RCMP access to the information it has collected and the RCMP will use the information provided under this Annex and its Appendices only to the extent authorized by law.
6. The RCMP may provide the CBSA access to the information it has collected and the CBSA will use the information provided under this Annex and its Appendices only to the extent authorized by law.
7. With respect to customs information, an official as defined in section 107 of the *Customs Act* (CA), may use, provide, allow to be provided, or provide access to, customs information in accordance with section 107 of that Act.

8. Subject to applicable law and available resources, the participants will assist each other in accordance with this Annex and its Appendices in providing information for the purpose of fulfilling their respective mandates and exercising their authorities.
9. The information provided will be:
  - (a) for the purpose of conducting a lawful investigation or the administration and enforcement of program legislation that the CBSA is responsible for; or
  - (b) in accordance with the mandate of the RCMP as defined in the MOU and this Annex.
10. Each participant will only provide to the other the minimum relevant information that is necessary to fulfill the purpose of the request.
11. The information can only be used for the specific purpose for which it is provided and will not be shared with any other person or entity, private or public, without the prior written consent of the participant who provided the information unless required by law.
12. The specific information covered by this Annex is outlined in Appendices C and D.

## **RESTRICTIONS**

13. The following information will not be provided under this Annex:
  - (a) information provided by a foreign government, police agency, customs administration or organization of a foreign government, unless the foreign government, police agency, customs administration or organization that provided the information authorizes the RCMP or the CBSA in writing to disclose the information it provided further;
  - (b) confidential scientific or technical information provided by a third party;
  - (c) information subject to solicitor/client privilege;
  - (d) information the disclosure of which is prohibited by a treaty or convention under international public law; or
  - (e) information that may compromise a law enforcement activity or investigation.

## **AUTHORIZED OFFICIALS FOR DISCLOSING INFORMATION**

14. The Headquarters and Regional officials who are authorized to disclose information collected for CBSA purposes are identified in the Authority to Disclose Approval Tables under:
  - (a) the Policy on the Disclosure of Customs Information: Section 107 of the *Customs Act*,

- (b) the Policy on the Disclosure of Personal Information: Section 8 of the *Privacy Act*, and
- (c) the Directive on Sharing Information Pursuant to the *Security of Canada Information Disclosure Act* (SCIDA).

15. The officials who are authorized to disclose information on behalf of the RCMP are designated by the Commissioner of the RCMP and identified through various policy and RCMP Operational Manuals.

## **DISCLOSURE OF PERSONAL INFORMATION BY THE CBSA TO THE RCMP**

16. When the RCMP is requesting personal information that was collected by the CBSA and Immigration, Refugees and Citizenship Canada (IRCC), the CBSA will only provide information in accordance with the CBSA-IRCC Information Sharing Annex in cases when it applies. The CBSA will inform the RCMP when its request is to be sent to IRCC.

## **NEW REQUESTS FOR INFORMATION**

17. Individual requests for information that are not already listed in Appendices C or D will be made in writing and sent via a secure mechanism (e.g. S2 network) to the official authorized for receiving and approving new information requests. In exceptional circumstances when it is not reasonably practical for a requestor to submit a request in writing before information is provided, the requestor will, as soon as possible after receiving the information, submit the written request.

18. When making a request for information under section 17, each participant will provide:

- (a) its legal authority to collect the information, e.g. name of legislation and the authority within the legislation that permits the collection of the information;
- (b) the intended use of the information, including: (i) a description of the program, activity or initiative for which the information is requested, and (ii) the name of the legislation and the authority within the legislation that is being administered or enforced;
- (c) the type of medium to be used for the release of information (paper, tape, Electronic Data Interchange, USB key, etc.), and
- (d) any additional information that would assist the receiving participant in the evaluation of the request, e.g. the beginning date and end date covered by the request or the deadline for responding.

19. A participant who does not approve a request for information that is not identified in the Appendices will provide a written explanation to the requesting participant. If a request is approved, it is subject to the terms of this Annex and Appendices.



20. When a recurring request is approved, and if the participants are in agreement, the necessary steps will be initiated to include the new data as an addition to Appendices C or D of this Annex.

## **CONFIDENTIALITY AND SECURITY OF INFORMATION**

21. Each participant will:

- (a) treat information received from the other participant as sensitive and take all reasonable measures to preserve its confidentiality;
- (b) protect the information from further disclosure to another party, consistent with the law of Canada, and in accordance with this section;
- (c) safeguard the information received from the other participant against inadvertent or deliberate unauthorized access, use or disclosure;
- (d) categorize the information disclosed to one another (e.g. Protected A, Protected B, Protected C, Confidential, Secret, Top Secret) and protect it in accordance with applicable security policies and practices;
- (e) protect information received according to the security category that was assigned to it by the providing participant;
- (f) apply appropriate markings (e.g. caveats to the information), and respect any markings attached to the information;
- (g) maintain appropriate records concerning any transmission and receipt of information between the participants;
- (h) retain the information received under this Annex for the minimum period that is required by law and the policies of the Government of Canada, and
- (i) destroy or return the information to the other participant immediately on the expiry of the retention period.

22. The general conditions and procedures for the safeguarding of information by the CBSA is in accordance with the CBSA Guidelines for the Classification and Handling of Information Assets, as amended from time to time.
23. The general conditions and procedures for the safeguarding of information by the RCMP is in accordance with the RCMP Manuals on Information and Communications Technology Security, as amended from time to time.
24. Each participant will limit access to information received from the other to employees whose duties require such access, who have a need-to-know, and who have the appropriate level of security screening.

## **INFORMATION MANAGEMENT**

25. Each participant will:

- (a) administer, maintain, and dispose of information shared under this Annex in accordance with the applicable law and policies of the Government of Canada, more specifically with, but not limited to, the *Privacy Act* and the *Library and Archives of Canada Act*, *Firearms Act*, and Treasury Board Policy on Information Management and/or other laws/policy as applicable;
- (b) keep a record of requests for information for tracking and auditing purposes;
- (c) promptly notify the other participant's designated official responsible for receiving information, as identified in Appendices A and B, if it becomes aware that any information it received under this Annex has become subject to a request for access to information under the *Privacy Act* or the *Access to Information Act*, or a court order to disclose the information, and consult with the other participant to determine the appropriate course of action (e.g. redaction, applicable exemptions, etc.). As a guiding practice, information will not be disclosed until those consultations have taken place with the other participant;
- (d) promptly return any information to the other participant that should not have been disclosed under this Annex;
- (e) promptly notify the other participant if it becomes aware that inaccurate information may have been disclosed and take all reasonable steps to remedy the situation, notify their respective designated official for privacy breaches of the situation and seek the guidance of that designated official to further address the situation;
- (f) use its best efforts to verify the accuracy and completeness of information disclosed to the other;
- (g) promptly notify the other of any unauthorized use or disclosure of information exchanged under this Annex and provide details of such unauthorized use or disclosure. In the event of such an occurrence, the participant responsible for the safeguarding of the information will:
  - (i) take the necessary steps to remedy the incident;
  - (ii) notify the participant whose information was compromised of the measures that were taken to remedy the breach, and
  - (iii) take all reasonably necessary steps to prevent a re-occurrence.

26. Each participant will cooperate with the other and address any observations, recommendations or enhancements designed to protect personal information or other information or mitigate privacy risks that may be recommended by the Office of the Privacy Commissioner of Canada (OPC).

27. Each participant will cooperate with the OPC when asked to investigate a formal complaint during any review or audit activity that the Office of the Privacy Commissioner undertakes with respect to the operation of this Annex.

## INTER AGENCY COMMUNICATIONS

28. Each participant will, with a view to promote the best cooperation possible in administering this Annex and, in a timely manner:

- (a) provide notice to the other participant's designated officials listed in Appendices A and B of any new activities, priorities or initiatives, or any change in legislation, regulations, operational policies, procedures, or practices, relating to its programs that may affect the administration of this Annex;
- (b) maintain close and ongoing communication pertaining to its respective activities, as these may relate to any matters identified in this Annex, and
- (c) when it deems it appropriate, ensure timely communication or consultation occurs with respect to any existing issues and new or proposed measures, which may affect any activity or responsibility of either participant outlined in this Annex.

## **FINANCIAL ARRANGEMENTS**

29. As a general principle, each participant will provide each other information without charge.

## **ADMINISTRATIVE DETAILS**

### **Date in effect**

30. This Annex will come into effect on the later of the two dates on which it is signed, and will remain in effect until it is suspended or terminated by either participant in accordance with section 34 hereunder.

### **Dispute resolution**

31. Any unresolved disagreement with respect to this Annex will be referred to the designated officials identified in Appendices A and B for consideration and resolution. If those officials are not able to resolve the disagreement, it will be resolved by the persons occupying the positions of the signatories to this Annex. If the issue cannot be resolved at that level, the matter should be referred to the Joint Working Group defined in the Governance Annex.

### **Additions and amendments**

In accordance with the provisions of paragraph 10.1 of the MOU:

32. This Annex, and Appendices A and B, may be amended at any time by the mutual written consent of the signatories to this Annex;
33. Appendices C and D may be amended at any time by the mutual written consent of the designated officials identified in Appendices A and B.

## **Termination**

34. In accordance with the provisions of paragraph 11.2 of the MOU, this Annex and its Appendices may be terminated by either participant upon 90 days written notice to the other. Termination does not release either participant of any commitment incurred under this Annex.

This Annex is signed in duplicate, in both official languages, each version being equally valid.

## **FOR THE ROYAL CANADIAN MOUNTED POLICE**

\_\_\_\_\_  
**MICHAEL DUHEME**  
Deputy Commissioner  
Federal Policing

\_\_\_\_\_  
**DATE**

## **FOR THE CANADA BORDER SERVICES AGENCY**

*Kathy Thompson*  
\_\_\_\_\_  
**KATHY THOMPSON**  
Vice-President  
Strategic Policy Branch

\_\_\_\_\_  
July 7, 2020  
**DATE**

## **APPENDIX A**

### **DESIGNATED OFFICIALS FOR THE CANADA BORDER SERVICES AGENCY**

- For the purposes of approving amendments to Appendix C and approving new requests for information, dispute resolution, and for inter-agency communications:

Director General  
Chief Data Officer Canada Border Services Agency  
Vanier Towers  
333 North River Road, Tower A, 12th Floor  
Ottawa, ON K1A 0L8

Telephone: 343-291-6580

- For the protection of information and privacy breaches:

Director  
Infrastructure and Information Security Division  
Security and Professional Standards Directorate  
Finance and Corporate Management Branch  
Vanier Towers  
355 North River Road, Tower B, 16<sup>th</sup> floor,  
Ottawa, ON K1A 0L8

Telephone: 343-291-7757

## **APPENDIX B**

### **DESIGNATED OFFICIALS FOR THE ROYAL CANADIAN MOUNTED POLICE**

- For the purposes of approving amendments to Appendix D and approving new requests for information, dispute resolution, and for inter-agency communications:

Executive Director  
Strategic Direction  
Federal Policing  
Royal Canadian Mounted Police  
73 Leikin Drive  
Ottawa ON K1A 0R2

Telephone: 613-843-5192

- For the protection of information and privacy breaches:

Director  
Personnel and Physical Security  
Departmental Security Branch  
Royal Canadian Mounted Police  
73 Leikin Drive  
Ottawa ON K1A 0R2

Telephone: 613-843-5609

Chief Information Officer  
Royal Canadian Mounted Police  
1200 Vanier Parkway  
Ottawa, Ontario  
K1A 0R2

Telephone: 613-993-1620

## APPENDIX C

### INFORMATION THAT MAY BE APPROVED FOR RELEASE BY THE RCMP AND INTENDED USES OF THAT INFORMATION BY THE CBSA

#### 1. THE RCMP'S AUTHORITY TO DISCLOSE INFORMATION

- 1.1 The RCMP's authority to disclose the information requested in this Appendix is derived from its mandate to perform all duties that are assigned to peace officers in relation to the preservation of the peace, the prevention of crime and of offences against the laws of Canada and the laws in force in any province in which they may be employed and the apprehension of criminals. The RCMP's mandate is fulfilled through the administration of the *Royal Canadian Mounted Police Act* and Regulations, the administration of the *Firearms Act*, its common law duties and powers, and through the enforcement of the *Criminal Code* and other federal statutes and the laws of a province in which they are employed.

#### 2. CAVEATS ON THE RELEASE OF INFORMATION

- 2.1. The provision of information under this Appendix will only be made if, in the discretion of an RCMP official, it is: (a) relevant to the specific purpose for which it is required, (b) in accordance with Canadian law, (c) directly related to the mandate of the CBSA, and (d) in accordance with the Annex. The RCMP and its officials maintain the discretion to disclose all, some or none of the requested information in appropriate circumstances. Reasons for non-disclosure will be provided to the CBSA and information will not unreasonably be withheld.

In particular, the CBSA will provide its authority to collect the information and demonstrate how it directly relates to its mandate and program legislation.

The CBSA will only use the information collected for the purpose for which it was requested. It is the responsibility of the CBSA to ensure it has met the required legal threshold regarding the purpose for which the information is being collected.

The CBSA will not disclose information collected under this Annex to any other entity, unless it obtains the written permission of the RCMP in advance of the disclosure. The CBSA will also not disclose any information collected under this Annex to any foreign entity, government, police agency, customs administration or other organization of a foreign government unless it obtains the written permission of the RCMP in advance of the disclosure.

### **3. THE CBSA'S AUTHORITY TO REQUEST AND COLLECT INFORMATION**

- 3.1 The CBSA is responsible in whole or in part under the *Canada Border Services Agency Act* for administering, enforcing and promoting compliance with program legislation, which includes: the *Customs Act*, the *Customs Tariff*, the *Immigration and Refugee Protection Act*, the *Agriculture and Agri-Food Administrative Monetary Penalties Act*, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, and the *Firearms Act*.

### **4. TYPE OF INFORMATION THAT MAY BE PROVIDED BY RCMP OFFICERS TO THE CBSA:**

#### **4.1 Accreditations for Major Events**

- When the RCMP requires the assistance of the CBSA to conduct a background check on a foreign national who is participating in a major event, the information to be disclosed will be in accordance with the Security Accreditation Management System Annex.

#### **4.2 Controlled Deliveries**

- The information will be disclosed in accordance with the Covert Operations and Controlled Deliveries Annex.
- The CBSA may require, after a CBSA referral of a drug and/or firearms and weapons intercept, timely notification from the RCMP that a controlled delivery will be undertaken as part of their investigation.
- Advice on the nature and extent of the controlled delivery participation that may be required from the CBSA. The scope of the CBSA's participation will be in accordance with the Agency's Controlled Deliveries Policy.

#### **Details about a suspected shipment such as:**

- name of shipper/receiver or importer/exporter;
- travel itinerary;
- approximate weight;
- certificate of analysis;
- mode of transportation (cargo or courier);
- digital image (if available), and
- name of RCMP officer(s) involved and contact information;
- Health Canada-issued import permit describing the drugs;
- Certificates of immunity that are issued to a police officer for the purposes of ensuring the officer is named on an RCMP issued Certificate of Immunity (the Certificate). The Certificate should state:
  - the number of the certificate;
  - that it was issued by the Assistant Commissioner of the RCMP (Federal Sections);
  - the name of the officer(s);



- that the officer(s) named have immunity from possession under the *Controlled Drugs and Substances Act*;
- trafficking and import/export offences, and
- the period of time for which it is valid.

#### **4.3 Criminal Code Information**

- Information obtained by the RCMP under the *Criminal Code*, including information obtained during the course of an investigation respecting illicit drugs or firearms, or during the course of an investigation that may be relevant to a person's admissibility under Canada's *Immigration and Refugee Protection Act* and other immigration program legislation.

#### **4.4 Criminal Operational Intelligence Records**

- Information on persons who have been implicated, following criminal investigations, in organized and other serious transborder crimes. This information may also include records containing personal information relating to criminal operations, investigational and occurrence reports, statements, exhibit reports, court briefs, copies of court documents such as summonses, warrants, firearms prohibition order, and in some instances records relating to criminal histories.
- Criminal record checks and relevant criminal history including the identity of a person who is an accused, accomplice, or suspect.
- An evidentiary package containing information on the particulars of an offence, officer notes, reports, and statements, etc.
- Information on business entities. This information would include records pertaining to businesses and commercial conveyance information.

#### **4.5 Factual Background Information on completed RCMP Enforcement Cases**

- Information may be provided on condition that it is anonymized to ensure that it does not directly or indirectly identify a person.
- It excludes information relating to on-going investigations or the identity of a person whose enforcement activity is completed.

#### **4.6 Forensic Information**

- Forensic information collected by the RCMP under its mandate which may include:
  - (a) biometric data,
  - (b) data relating to firearms seizures,
  - (c) information about new drugs seized, and technical information about standards relating to fingerprint data, and
  - (d) tobacco analysis.

#### **4.7 Information for Criminal Records Verifications, Child Exploitation, Human Trafficking, Immigration Fraud, Organized Human Smuggling, Our Missing Children, and Counter Proliferation Intelligence Investigations that are directly related to the CBSA's programs or activities established pursuant to its mandate.**

- Information about the identity of a person who is an accused, accomplice, or suspect believed to be in contravention of border legislation.
- Criminal record checks including the particulars of an offence.
- Intelligence on cases of interest.
- If a counter-proliferation case is transferred from the RCMP to the CBSA, the CBSA will require an evidentiary package containing information such as officer notes, reports and statements.

#### **4.8 Information for Child Pornography**

- Hashtag values of known child pornography images, including regular updates from the RCMP as required.
- Information on a person who is believed to be suspected of possessing and/or creating child pornography for the purpose of creating lookouts upon their arrival at a port of entry.
- Social media information directly related to the importation of child pornography such as websites, blogs, darknet and meta data.

#### **4.9 Information for the enforcement of Part 2 of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (the PCMLTFA)**

- The CBSA may request information, after it provides Level 4 currency seizure information to the RCMP, for the purposes of enforcing Part 2 of the PCMLTFA as well as to facilitate the appeal process if required. Information relevant to the request and the CBSA's program legislation may be requested, e.g. the particulars of the money laundering and/or terrorist financing offence, charges being laid, evidentiary package (officer notes, reports, statements etc.)

#### **4.10 Information for the CBSA's National Targeting Centre (NTC)**

- The results of queries conducted by the RCMP for national security or criminality purposes to assist the NTC with their risk assessment process in the traveler and, postal, courier, highway, air cargo and marine vessel commercial targeting streams.
- Criminal record checks including the particulars of an offence.

#### **4.11 Information for the Security Screening Program**

- Any information and intelligence collected during investigations and other activities and information related to the results of non-CBSA/CIC database checks pertaining to:
  - (a) citizenship applicants,

- (b) refugee claimants,
- (c) temporary and permanent resident applicants, and the business entities or hosts they will be visiting in Canada.
- (d) biographical data,
- (e) educational information,
- (f) employment history,
- (g) financial information,
- (h) physical attributes, and
- (i) suspected criminality, terrorism, espionage, subversion, war crimes, crimes against humanity, genocide, human smuggling, trafficking in persons, money laundering, terrorism financing, organized crime, trafficking and smuggling of firearms, weapons, prohibited devices, ammunitions.

#### **4.12 Information for Targeting of High Risk Travellers**

- Information related to the results of database checks (e.g. PROS, PRIME and SPROS) on high risk travellers and further information on the nature of the risk, e.g. traveller is of interest due to national security, illegal migration (i.e. human smuggling/trafficking), contraband, etc.

#### **4.13 Information on Transnational Criminal Activity**

- General criminal intelligence information regarding trends and patterns related to transnational criminal activity (including organized crime activity) that may originate or occur in any country in an RCMP and/or CBSA Liaison Officer's area of responsibility and have a nexus to Canada.

#### **4.14 Information on Canada's Ports of Entry, and inland and foreign locations**

- The RCMP, in performing its duties and functions as central repository for biometric data in the Real Time Identification Database, manager of the Canadian Police Information Centre, federal police officers and through RCMP Liaison Officers or Criminal Intelligence Analysts posted abroad, may acquire information that is relevant to the CBSA in administering and enforcing the CBSA's program legislation at Canada's Ports of Entry, and inland and foreign locations. Information that may be relevant to the CBSA may include: information relating to the smuggling or trafficking of goods the importation or exportation of which is prohibited, regulated or controlled under the CBSA's program legislation and the smuggling or trafficking of individuals in contravention of immigration program legislation. This information may be present in investigational and occurrence reports, threat assessments, statements, exhibit reports, court briefs, copies of court documents such as summonses, warrants, court orders, and in some instances records relating to criminal histories.
- Background information including trends and patterns resulting from RCMP investigations or other activities (intelligence gathering) regarding smugglers/facilitators/traffickers that may have current or past involvement in various

forms of irregular migration. This includes background information on the movement of various contraband (drugs, firearms, food, plants and animals, currency, controlled substances, weapons, illicit alcohol, tobacco, prohibited devices, ammunition, etc.) to be shared for the purpose of criminal intelligence.

#### **4.15 Lookouts**

- The CBSA may, in accordance with its policies, issue lookouts based on information received from the RCMP only when it is within its mandate. Lookout information provided by the RCMP must contain specific and complete instructions sufficient to enable intercepting officers to take the appropriate action,

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#### **4.16 National Security Information**

- Information pertaining to RCMP investigations and reporting on the following threats:
  - (a) Security of Canada;
  - (b) Chemical, Biological, Radiological and Nuclear incidents;
  - (c) Critical infrastructure;
  - (d) Proliferation of weapons of mass destruction;
  - (e) Terrorism financing;
  - (f) Threats against protected persons, and.
  - (g) Trafficking or smuggling of firearms, weapons, prohibited devices, ammunitions.
- This information may be relevant to suspected persons, or the importation or exportation of goods which are prohibited, controlled or regulated under an Act of Parliament and related to the CBSA's mandate.
- This information may be recorded in investigative and occurrence reports, strategic and tactical reports, operational plans, threat and risk assessments, statements, exhibit reports,

court briefs, copies of court documents such as summonses, warrants, court orders, and in some instances records relating to criminal histories.

#### **4.17 RCMP Intelligence Reports on the Movement of Illegal Commodities**

- Intelligence reports prepared by the RCMP which may include:
  - (a) reporting on the cross border movement of illegal commodities,
  - (b) seizure statistics (amount, method of concealment, routing) for the importation or exportation of illicit commodities, and
  - (c) travellers' data (immigration status, what they are reporting).

#### **4.18 Cannabis Interdictions and Investigations**

- Notifying the CBSA of the initiation of an investigation resulting from a CBSA cannabis interdiction.
- Informing the CBSA, at the conclusion of a cannabis investigation, of the outcome and accurate weight of the substances.
- Providing the Regional CBSA Intelligence and Enforcement Operations with information obtained or developed during a cannabis investigation that could support its efforts in future interdictions.
- Advising the CBSA of whether its investigation referrals resulted in charges or if there were insufficient grounds to support further investigation.
- Exchanging intelligence information in a timely manner to support the CBSA's enforcement responsibilities.

### **5 INFORMATION USES**

**5.1** Administering or enforcing CBSA program legislation, conducting lawful investigations, including detecting, preventing, and suppressing, offences under CBSA program legislation, which includes the:

- (a) *Agriculture and Agri-Food Administrative Monetary Penalties Act*,
- (b) *Canada Agricultural Products Act*,
- (c) *Copyright Act*,
- (d) *Customs Act*,
- (e) *Customs Tariff*,
- (f) *Excise Act*,
- (g) *Excise Act, 2001*,
- (h) *Excise Tax Act*,
- (i) *Export Import Permits Act*,
- (j) *Feeds Act*,
- (k) *Fertilizers Act*,
- (l) *Firearms Act*,
- (m) *Fish Inspection Act*,

- (n) *Health of Animals Act*,
- (o) *Immigration and Refugee Protection Act*,
- (p) *Meat Inspection Act*,
- (q) *Plant Protection Act*,
- (r) *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Part 2)*,
- (s) *Seeds Act*,
- (t) *Special Economic Measures Act*,
- (u) *Special Import Measures Act*,
- (v) *Trade-marks Act*, and
- (w) *United Nations Act*.

- 5.2 Advancing investigation, inland enforcement and intelligence functions, including capturing data within the Intelligence Management System (IMS) or the Secure Tracking System (STS).
- 5.3 Assessing the potential safety risks to CBSA officials through information collected from the RCMP, e.g. a lookout on a dangerous person is placed on behalf of the RCMP.
- 5.4 Assisting Border Services Officers, including officials from Intelligence, Inland Enforcement, and Criminal Investigations, in conducting examinations, intelligence activities and investigations. Information that is collected by the RCMP, when conducting an investigation respecting CBSA program legislation, may be relevant.
- 5.5 Beginning and/or furthering a law enforcement activity under the CBSA's program legislation, e.g. surveillance, under the *Customs Act* and the *Immigration and Refugee Protection Act*.
- 5.6 Complementing an investigation or intelligence report.
- 5.7 Conducting admissibility assessments and communicating them to Citizenship and Immigration Canada (CIC) Visa Officers overseas and within Canada, CBSA Officers within Canada, and CBSA Liaison Officers.
- 5.8 Conducting admissibility determinations and security screenings of temporary and permanent residents, citizenship applicants, and refugee claimants under the *Immigration and Refugee Protection Act* pursuant to:
  - (a) section 34 (terrorism, espionage, subversion),
  - (b) section 35 (war crimes, crimes against humanity, genocide),
  - (c) section 36 (serious criminality, criminality),
  - (d) section 37 (organized crime), and
  - (e) section 40 (misrepresentation).
- 5.9 Conducting risk and threat assessments of persons for the purposes of the *Immigration and Refugee Protection Act* and the *Customs Act*.

**5.10** Determining, degrees of risk of suspected contraventions to the:

- (a) CBSA program legislation under the *Canada Border Services Agency Act*,
- (b) *Customs Act*,
- (c) *Customs Tariff*,
- (d) *Excise Act*,
- (e) *Excise Act, 2001*,
- (f) *Excise Tax Act*,
- (g) *Export and Import Permits Act*,
- (h) *Immigration and Refugee Protection Act*,
- (i) *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Part 2)*,
- (j) *Special Economic Measures Act*,
- (k) *Special Import Measures Act*, and
- (l) *United Nations Act*.

**5.11** Determining if there is a potential violation of the *Custom Act*, *Immigration and Refugee Protection Act* and/or provisions in the *Criminal Code* for which CBSA Officers have the authority to enforce and which may include:

- (a) referring persons to the RCMP for security screening should they apply for a visa or immigration status and notifying the RCMP when a person is encountered, and
- (b) referring goods or conveyances for mandatory secondary examination.

**5.12** Determining the relationship among persons as part of a lawful investigation or intelligence gathering activity.

**5.13** Developing intelligence products in order to detect, mitigate, and prevent crime.

**5.14** Furthering a criminal customs or *Immigration and Refugee Protection Act* investigation.

**5.15** Identifying persons, associates and third parties suspected on reasonable grounds of contravening the *Immigration and Refugee Protection Act* and those who pose a threat or risk to Canada's national security, public safety or the Canadian economy when relevant to the CBSA's program legislation.

**5.16** Identifying existing and emerging threats and developing intelligence.

**5.17** Informing Liaison Officer and Temporary Duty Liaison Officer resource allocations.

**5.18** Informing short, medium and/or long-term strategic, tactical and/or operational planning and operational support.

**5.19** Creation of intelligence lookouts and maintenance (determining and creating lookouts in the Integrated Customs Enforcement System (ICES)).

- 5.20 Investigating, reporting, arresting, detaining and removing persons who are inadmissible to Canada under the *Immigration and Refugee Protection Act*.
- 5.21 Locating and interviewing suspects and witnesses and delivering court documents.
- 5.22 Preparing for quasi-judicial and criminal proceedings.
- 5.23 Preparing search warrants and production orders.
- 5.24 Prioritizing risk mitigation activities of the CBSA's International Network.
- 5.25 Researching, planning, and data matching for intelligence development regarding:
  - (a) the importation and/or exportation of goods that may be controlled, regulated or prohibited under the CBSA's customs program legislation,
  - (b) the admissibility of persons subject to Canada's immigration program legislation. This includes aiding in the detection, prevention and suppression of contraventions of Canada's *Immigration and Refugee Protection Act* and other immigration program legislation, and
  - (c) data analytics methodology, hardware, and software.
- 5.26 Targeting a person, shipment or conveyance in accordance with relevant enforcement policies governing targeting activities.
- 5.27 Identifying possible couriers and illicit shipments of cannabis.
- 5.28 Interdicting smuggled cannabis, under the authority of the *Customs Act*, at Ports of Entry.



## APPENDIX D

### INFORMATION THAT MAY BE APPROVED FOR RELEASE BY THE CBSA AND INTENDED USES OF THAT INFORMATION BY THE RCMP

#### 1. THE CBSA's AUTHORITIES TO DISCLOSE INFORMATION

1.1. The authorities of CBSA officials to disclose information as requested in this Appendix are found in section 107 of the *Customs Act* and subsection 8(2) of the *Privacy Act*, and more precisely under:

- paragraph 107(4)(a) of the *Customs Act*, which authorizes an official to provide, allow to be provided or provide access to customs information if the information will be used solely in or to prepare for criminal proceedings commenced under an Act of Parliament;
- paragraph 107(4)(d) of the *Customs Act*, which authorizes an official to provide, allow to be provided or provide access to customs information if the information may reasonably be regarded as necessary solely for a purpose relating to the administration or enforcement of the *Customs Act*, the *Excise Act*, the *Excise Act, 2001*, or the *Export and Import Permits Act* by a member of the RCMP;
- paragraph 107(4)(e) of the *Customs Act*, which authorizes an official to provide, allow to be provided or provide access to customs information if the information may reasonably be regarded as necessary solely for a purpose relating to the life, health or safety of an individual or to the environment in Canada or any other country;
- paragraph 107(4)(g) of the *Customs Act*, which authorizes an official to provide, allow to be provided or provide access to customs information if the information is reasonably regarded by the official to be information that does not directly or indirectly identify any person;
- paragraph 107(4)(h) of the *Customs Act*, which authorizes an official to provide, allow to be provided or provide access to customs information if the information is reasonably regarded by the official to be information relating to the national security or defence of Canada;
- paragraph 107(4)(i) of the *Customs Act*, which authorizes an official to provide, allow to be provided or provide access to customs information if the information is disclosed in accordance with the *Security of Canada Information Disclosure Act*;
- paragraph 107(5)(a) of the *Customs Act*, which authorizes an official to provide, allow to be provided or provide access to customs information to a peace officer having jurisdiction to investigate an alleged offence under any Act of Parliament or of the legislature of a province subject to prosecution by indictment, if that official believes on

reasonable grounds that the information relates to the alleged offence and will be used in the investigation or prosecution of the alleged offence, solely for those purposes;

- paragraph 107(5)(b) of the *Customs Act*, which authorizes an official to provide, allow to be provided or provide access to customs information to a person that is otherwise legally entitled to the information by reason of an Act of Parliament, solely for the purposes for which that person is entitled to the information;
- subparagraph 107(5)(c)(i) of the *Customs Act*, which authorizes an official to provide, allow to be provided or provide access to customs information to an official solely for the purposes of developing, administering or enforcing an Act of Parliament or developing or implementing a policy related to an Act of Parliament if the information relates to goods, the importation, exportation or in-transit movement of which is or may be prohibited, controlled or regulated under that Act;
- subparagraph 107(5)(c)(ii) of the *Customs Act*, which authorizes an official to provide, allow to be provided or provide access to customs information to an official solely for the purposes of developing, administering or enforcing an Act of Parliament or developing or implementing a policy related to an Act of Parliament if the information relates to a person who that official has reasonable grounds to believe may have committed an offence under that Act in respect of goods imported or exported by that person;
- subparagraph 107(5)(c)(iii) of the *Customs Act*, which authorizes an official to provide, allow to be provided or provide access to customs information to an official solely for the purposes of developing, administering or enforcing an Act of Parliament or developing or implementing a policy related to an Act of Parliament if the information relates to goods that may be evidence of an offence under that Act;
- paragraph 8(2)(a) of the *Privacy Act*, which authorizes an official to disclose personal information for the purpose for which the information was obtained or compiled by the institution or for use consistent with that purpose;
- paragraph 8(2)(e) of the *Privacy Act*, which authorizes an official to disclose personal information to an investigative body specified in the Privacy Regulations, on the written request of the body, for the purpose of enforcing any law of Canada or a province or carrying out a lawful investigation, if the request specifies the purpose and describes the information to be disclosed and when the RCMP is performing policing services for a province or municipality;
- paragraph 8(2)(f) of the *Privacy Act* authorizes an official to disclose personal information under an agreement or arrangement between the Government of Canada or an institution thereof and the government of a province for the purpose of administering or enforcing any law or carrying out a lawful investigation, and

- subsection 36(2) of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, which authorizes information to be disclosed to the appropriate police force if there are reasonable grounds to suspect that information would be relevant to investigating or prosecuting a money laundering offence or a terrorist activity financing offence.

## **2. CAVEATS ON THE RELEASE OF INFORMATION**

The provision of information under this Appendix will only be made if, in the discretion of a CBSA official, it is: (a) relevant to the specific purpose for which it is required, (b) in accordance with Canadian law, (c) directly related to the mandate of the RCMP and (d) in accordance with the Annex. The CBSA and its officials maintain the discretion to disclose all, some or none of the requested information in appropriate circumstances. Reasons for non-disclosure will be provided to the RCMP and information will not unreasonably be withheld.

In particular, the RCMP will provide its authority to collect the information and demonstrate how it directly relates to its mandate and authority.

The RCMP will only use the information collected for the purpose for which it was requested. Further, it is the responsibility of the RCMP to ensure it has met the required legal threshold regarding the purpose for which the information is being requested.

The RCMP will not disclose information collected under this Annex to any other entity unless it obtains the written permission of the CBSA in advance of the disclosure. The RCMP will also not disclose any information collected under this Annex to any foreign entity, government, police agency, customs administration or organization of a foreign government unless it obtains the written permission of the CBSA in advance of the disclosure.

## **3. THE RCMP'S AUTHORITY TO REQUEST AND COLLECT INFORMATION**

- 3.1 The RCMP's authority to request information under this Appendix is derived from its mandate to perform all duties that are assigned to peace officers in relation to the preservation of the peace, the prevention of crime and of offences against the laws of Canada and the laws in force in any province in which they may be employed, and the apprehension of criminals. The RCMP's mandate is fulfilled through the administration of the *Royal Canadian Mounted Police Act* and Regulations, the administration of the *Firearms Act*, and its common law duties and powers, and through the enforcement of the *Criminal Code* and other federal statutes and the laws of a province in which they are employed.

#### **4. TYPE OF INFORMATION THAT MAY BE PROVIDED BY CBSA OFFICERS TO THE RCMP:**

##### **4.1 Accreditations for Major Events**

- After performing a background check on a foreign national attending a major event, a CBSA officer will return the recommendation to the RCMP in accordance with the Security Accreditation Management System Annex.

##### **4.2 Customs information for criminal investigation**

- Information may include:
  - (a) information about the identity of a person who is an accused, accomplice or suspect;
  - (b) information about a commercial shipment or conveyance;
  - (c) additional information such as the particulars of a *Customs Act* offence;
  - (d) information pertaining to seizures at the border respecting goods suspected of being counterfeited or pirated, and
  - (e) information collected when applying section 163.5 of the *Customs Act*.

**Note: Before disclosing information under the authority of paragraph 107(5)(a) of the *Customs Act*, the following four-part test and two conditions must be satisfied.**

The test is:

- (i) There must be an alleged offence under an Act of Parliament or the legislature of a province that may be prosecuted by way of indictment;
- (ii) The person receiving the information must be a “peace officer” within the meaning of section 2 of the *Criminal Code*;
- (iii) The “peace officer” receiving the information must have the jurisdiction to investigate the alleged offence, and
- (iv) The disclosing official must believe on reasonable grounds that the information relates to the alleged offence;

The two conditions are:

- (i) The information will be used in the investigation of the alleged offence, and
- (ii) The information will be used solely for those purposes.

### 4.3 Provision of Criminal Investigative Information for Criminal Investigation

- Criminal investigative information collected as part of the CBSA's Criminal Investigations Program. Requested information may include:
  - (a) information about the identity of a person, commercial shipment or conveyance that is suspected of contravening CBSA program legislation, or
  - (b) additional information such as the particulars of an offence.

### 4.4 Provision of Immigration and Refugee Information

- Information collected by the CBSA for the purpose of the *Immigration and Refugee Protection Act*. Such information may include:
  - (a) biographical data about immigrants and refugees;
  - (b) information pertaining to suspected criminal activity;
  - (c) biometric information (such as fingerprints) collected for immigration or refugee processing purposes, and
  - (d) persons against whom a removal order (deportation, exclusion, departure) has been issued.

### 4.5 Referrals for Intellectual Property Rights Offences

- Information about goods suspected of being counterfeit trademark or pirated copyright goods that are likely to reach the threshold for criminal prosecution under the *Criminal Code*, *Trade-marks Act* or *Copyright Act* including:
  - (a) suspected counterfeit trademark goods destined for use in civil or military transportation;
  - (b) imported or exported shipments where there has been successful civil action or criminal enforcement;
  - (c) shipments of suspect infringing goods for which credible information or intelligence suggests the involvement of an organized criminal enterprise or organized crime;
  - (d) shipments of suspect goods where the volume and/or the estimated marketplace value would be considered "significant" on a commercial scale, particularly goods that pose health and safety risks;
  - (e) certain shipments of consumer goods, the counterfeiting of which may pose a significant risk to public health and safety;
  - (f) indicators leading to the suspicion that goods are counterfeit trademark or pirated copyright goods, and the contributing factors and circumstances that might support a criminal investigation by the RCMP, and
  - (g) point of contact information about related Rights Holders of legitimate trademarks and copyright contained in the CBSA Requests for Assistance records provided by Rights Holders, if available.

#### **4.6 Information for the enforcement of the PCMLTFA**

- Level 4 currency seizure information if an officer has reasonable grounds to suspect that the information would be relevant to the investigation or prosecution of a money laundering or a terrorist activity financing offence such as:
  - (a) Date;
  - (b) seizure number;
  - (c) office, port of entry, or other location where the seizure occurred;
  - (d) country of issuance of the currency seized;
  - (e) amount of currency seized;
  - (f) denomination of seized currency;
  - (g) levels of penalties;
  - (h) name of seizing officer(s), if appropriate;
  - (i) narrative reports;
  - (j) start and end time of examination;
  - (k) conveyance information;
  - (l) concealment information, and
  - (m) indicator information.
- Additional information about the person from whom the currency was seized such as:
  - (a) name and alias(es);
  - (b) date of birth;
  - (c) citizenship and nationality;
  - (d) gender;
  - (e) physical description;
  - (f) country of birth;
  - (g) type of identification document and number;
  - (h) current address, and
  - (i) current phone number and occupation.

#### **4.7 Factual Background Information on completed CBSA Enforcement Cases**

- Information may be provided on condition that it is anonymized to ensure that it does not directly or indirectly identify a person.
- It excludes information relating to on-going investigations or the identity of a person whose enforcement activity is completed.

#### **4.8 CBSA Intelligence Reports**

- Intelligence reports prepared by CBSA officers which may include:
  - (a) reporting on the illegal cross border movement of commodities;
  - (b) seizure statistics (amount, method of concealment, routing) for illicit commodities, and
  - (c) travellers' data (immigration status, what they are reporting).

#### **4.9 Specialized Technology Information**

- CBSA technology, policies, and methods relating to:
  - (a) video analysis;
  - (b) image processing, comparisons, and recognition;
  - (c) facial comparisons/recognition;
  - (d) voice recognition and audio recording;
  - (e) technical data or technical investigative techniques, and
  - (f) data analytics training methodology, hardware and software.

#### **4.10 Forensic Information**

- Forensic information collected by the CBSA under its mandate which may include:
  - (a) biometric data;
  - (b) data relating to firearms seizures at the border;
  - (c) hashtag values for child pornography intercepted and seized at ports of entry;
  - (d) information about new drugs seized at the border, and technical information about standards relating to fingerprint data, and
  - (e) tobacco analysis.

#### **4.11 Security Clearances**

- Information collected by the CBSA for the purposes of issuing a security clearance for a CBSA employee.

#### **4.12 Security incident reports**

- Reports related to the possible compromise of RCMP information.

#### **4.13 Criminal Checks on Incoming Passengers**

- Information may be provided pertaining to passengers on incoming flights from specified countries.

#### **4.14 Lookouts**

- Information collected in the Integrated Customs Enforcement System (ICES) on a person conveyance or good that may pose a threat to the life, health, or safety of an individual or to the environment in Canada or any other country.

#### **4.15 Canadian Firearms Program (Non-Resident Firearm Declaration)**

Information collected by the CBSA on behalf of the RCMP such as:

- Information filed by non-residents importing firearms into Canada by processing their Non-Resident Firearm Declaration form and collecting associated fees in accordance with the CBSA/RCMP Firearms Memorandum of Understanding.
- Information on individuals who have been implicated in smuggling or international trafficking of firearms investigations. The information may also include records containing personal information such as Firearms License, Firearms Registration Certificate, Authorization to Transport, court briefs, copies of court documents such as a court order, or information that directly relates to: the CBSA's Enforcement and Intelligence programs and operations. Such information includes evidence of transborder firearms offences, firearms tracing reports, trends, patterns and related factors of the illegal movement and criminal use of firearms, and information retained in the Firearms Reference Table. This information may be recorded as investigational and occurrence reports, exhibit reports, court briefs, copies of court documents such as summonses, warrants and in some instances records relating to criminal histories.
- Information pertaining to the investigation and prosecution of persons or criminal organizations for firearms offences.

#### **4.16 Social media information directly related to the importation of child pornography such as websites, blogs, darknet and meta data.**

#### **4.17 Cannabis Interdictions and Investigations**

- Notifications of cannabis interdictions to ensure an effective transition from the CBSA interdiction role to the RCMP's investigative role.
- Providing narrative reports, officer notes and relevant documentation in support of a cannabis investigation

#### **4.18 Entry/Exit Information collected from the land and air mode**

- Entry information includes:
  - Biographic information (first name, middle name(s), last name, date of birth, citizenship or nationality, sex, travel document type, document number, and name of country that issued the travel document.
  - Date and time of entry into Canada, and
  - Port of Entry through which a traveler entered Canada.
- Exit information includes:
  - Biographic information (first name, middle name(s), last name, date of birth, citizenship or nationality, sex, travel document type, document number, and name of country that issued the travel document.
  - Date and time of exit from Canada, and
  - Port of Entry through which a traveler exited Canada
  - For travelers leaving Canada by air, flight number and Unique Passenger Reference (UPR) will also be collected.




## 5 INFORMATION USES

- 5.1 Adding, modifying or removing information maintained in the central repository of criminal and immigration record information by the Canadian Criminal Real Time Identification Services (CCRTIS).
- 5.2 Assisting with the creation of intelligence, planning materials and situational awareness relating to the illicit movement of commodities and individuals including the creation of new drugs, and current biometric collection practices and the latest technologies available to assist in investigations.
- 5.3 Conducting investigations, and administering or enforcing legislation, including the:
  - (a) *Controlled Drugs and Substances Act*,
  - (b) *Copyright Act*,
  - (c) *Corruption of Foreign Public Officials Act*,
  - (d) *Criminal Code of Canada*,
  - (e) *Customs Act*,
  - (f) *Customs Tariff*,
  - (g) *Excise Act*,
  - (h) *Excise Act, 2001*,
  - (i) *Excise Tax Act*,
  - (j) *Export Import Permits Act*,
  - (k) *Firearms Act*,
  - (l) *Immigration and Refugee Protection Act*,
  - (m) *Nuclear Safety and Control Act*,
  - (n) *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Part 2)*,
  - (o) *Special Economic Measures Act*,
  - (p) *Trade-marks Act*, and
  - (q) *United Nations Act*.
- 5.4 Conducting investigations, and administering or enforcing the law of a province or territory in which the RCMP provides contract policing services.
- 5.5 Conducting background screening, and finger-print verification identity.
- 5.6 Conducting indices checks on its databases and notifying the CBSA of the results of these searches.
- 5.7 Confirming security clearances of CBSA personnel temporarily transferring to the RCMP on secondment or other form of exchange, and using security incident reports to investigate possible compromises of RCMP information.
- 5.8 Developing criminal intelligence in order to detect, mitigate, and prevent crime.

- 5.9 Developing training scenarios and courses dedicated to CBSA personnel, such as courses on major case management or strategic analysis.
- 5.10 Identifying threats and risks to national security, public safety or the Canadian economy.
- 5.11 Conducting cannabis investigations.

Kathy Thompson, Vice President  
Canada Border Services Agency  
Strategic Policy Branch.

 2020/05/01  
Michael Duheme, Deputy Commissioner  
Royal Canadian Mounted Police,  
Federal Policing.

UNCLASSIFIED

# **MEMORANDUM OF UNDERSTANDING**

**Establishing an administrative framework  
for the promotion of cooperation and mutual assistance**

BETWEEN

## **THE ROYAL CANADIAN MOUNTED POLICE**

Represented by the Commissioner  
of the Royal Canadian Mounted Police herein referred to as the "RCMP"

AND

## **THE CANADA BORDER SERVICES AGENCY**

Represented by the President  
of the Canada Border Services Agency herein referred to as the "CBSA"

**Collectively referred to as "the Participants"**

## Background

- 1.1. The Canada Border Services Agency ("CBSA") and the Royal Canadian Mounted Police ("RCMP") share responsibility for protecting Canada's borders through administration and enforcement of the *Customs Act*, the *Immigration and Refugee Protection Act* ("IRPA"), and other relevant acts and regulations. Both organizations report directly to the Minister of Public Safety and Emergency Preparedness.
- 1.2. Paragraphs 5(1)(d), (e), subsection 5(2) and paragraph 13(2)(b) of the *Canada Border Services Agency Act* provide authority for the CBSA to enter into an agreement or arrangement with a department or agency of the Government of Canada, such as the RCMP.

## 2. Purpose

- 2.1. The purpose of this Memorandum of Understanding (MOU) is to define in general terms the basis for cooperation between the RCMP and the CBSA in the enforcement of border-related legislation. Specific areas of cooperation and related parameters are to be found in annexes to this MOU, all of which form an integral part hereof and may, subject to section 11 hereunder, be amended from time to time.

## 3. Mandates

- 3.1. The RCMP, Canada's national police force, is mandated to perform all duties that are assigned to peace officers in relation to the preservation of the peace, the prevention of crime and of offences against the laws of Canada and the laws in force in any province in which they may be employed, and the apprehension of criminals. The RCMP's mandate is fulfilled through the administration of the *Royal Canadian Mounted Police Act* and regulations, and its common law duties and powers; and through the enforcement of the *Criminal Code* and other federal statutes.
- 3.2. The CBSA, as per subsection 5(1) of the *Canada Border Services Agency Act*, is responsible for providing integrated border services that support national security priorities and facilitate the free flow of people and goods, including food, plants and animals, across the border. The CBSA has primary responsibility for enforcing the *Customs Act*, IRPA and other border-related legislation at all ports of entry (POEs). The CBSA is responsible for managing the flow of travellers and goods at POEs,

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investigations of contraventions of the *Customs Act* and IRPA, and immigration enforcement activities.

#### **4. Responsibilities**

- 4.1. As noted in the Statement of Cooperation that was signed on July 3, 2012, the CBSA and the RCMP have a shared responsibility for securing Canada's borders.
- 4.2. The RCMP and the CBSA intend to establish such oversight committee(s) as may be required to ensure that the purpose of this MOU is achieved and to provide appropriate guidance.
- 4.3. The RCMP and the CBSA, in the discharge of their shared responsibility, intend to cooperate at the strategic, operational and tactical levels to:
  - a. resolve common issues;
  - b. provide mutual assistance and facilitate the development of appropriate communication channels between the RCMP and the CBSA;
  - c. share information responsibly and effectively in compliance with applicable laws;
  - d. consult each other when developing and delivering relevant training protocols programs and sessions of mutual interest; and
  - e. consult each other when developing policy, programs, procedures, evaluations and reports that may have an impact on the operations of the other Participant.

#### **5. Financial Arrangements**

- 5.1. The Participants should bear their respective costs incurred as a result of carrying out the responsibilities identified in this MOU and work cooperatively in assessing the financial implications that changes to policies or practices may have on each organization.

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## **6. Communications Coordination**

- 6.1. The Participants intend on actively providing situational awareness and de-confliction of planned communications activities at HQ and across the country, and where appropriate, coordinating joint approaches on shared operations and initiatives.

## **7. Security and Sharing of Information**

- 7.1. Each Participant intends on ensuring that, in the context of their collaboration, the provisions outlined in the Confidentiality and Security of Information section in the Information Sharing Annex are adhered to. In addition, each Participant will ensure that the standards and requirements of the Policy on Government Security, the Operational Standard for the *Security of Information Act* and the provisions of the Information Sharing Annex are adhered to.
- 7.2. Each Participant intends on ensuring that if information is exchanged electronically, it is transmitted using a technology that is approved to electronically share, process and store information that is commensurate with its sensitivity.

## **8. Dispute Resolution**

- 8.1. In the event a dispute arises with respect to a matter dealt with in an annex of this MOU, there should be sustained efforts to resolve the issue amicably by the individuals named as contacts in the annex. If it is established that, after extensive efforts, the issue cannot be resolved at that level, the matter should be referred to the Joint Working Group defined in the Governance Annex.

## **9. Application and Review**

- 9.1. This MOU and its annexes will come into effect when signed by both Participants and remain in effect until terminated by either Participant in accordance with the provisions below.
- 9.2. This MOU should be reviewed every five years with the first review commencing five years from the date of signing.

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## **10. Amendments**

- 10.1. This MOU may be amended at any time through an exchange of letters between the signatories to this MOU. Annexes to the MOU may similarly be amended by their signatories.

## **11. Term and Termination**

- 11.1. This MOU and any annex will take effect upon execution by the Participants and will remain in effect until replaced by another arrangement or otherwise terminated in accordance with the provisions of this paragraph.
- 11.2. This MOU or, in the absence of the termination of the MOU, individual annexes may be terminated at any time upon consent of the Participants or by either Participant upon 90 days written notice to the other.

## **12. Annexes**

- 12.1. The annexes to this MOU form an integral part of this MOU and are to be interpreted in a manner consistent with this MOU.
- 12.2. All existing MOUs between the Participants are intended to be either terminated or, wherever appropriate, updated and consolidated by subject matter into specific annexes to this MOU.
- 12.3. Any future proposed arrangement between the Participants, which concerns a subject matter which is not already covered by the MOU or an annex, is intended to be incorporated into this MOU by way of a new annex, where it cannot conveniently be integrated into an existing annex. The Joint Working Group, as defined in the Governance Annex, will decide on the appropriate way to treat such situations.


## **13. Legal Disclaimer**

- 13.1. This MOU is not intended to create any contractual relationship between the Participants and is not intended to place any legal obligations on any of the Participants.

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This Memorandum of Understanding, in both official languages, was signed in duplicate, each copy being equally valid.

For the **ROYAL CANADIAN MOUNTED POLICE:**

  
\_\_\_\_\_  
Bob Paulson  
Commissioner

Date: 2014-03-13

For the **CANADA BORDER SERVICES AGENCY:**

  
\_\_\_\_\_  
Luc Portelance  
President

Date: 2014-01-31



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# **PROTOCOLE D'ENTENTE**

**créant un cadre administratif pour favoriser  
la coopération et l'aide mutuelle**

ENTRE

## **LA GENDARMERIE ROYALE DU CANADA**

représentée par le commissaire  
de la Gendarmerie royale du Canada, ci-après appelée la « GRC »

ET

## **L'AGENCE DES SERVICES FRONTALIERS DU CANADA**

représentée par le président  
de l'Agence des services frontaliers du Canada, ci-après appelée l'« ASFC »

**collectivement appelés les « participants »**

## Contexte

- 1.1 L'Agence des services frontaliers du Canada (ASFC) et la Gendarmerie royale du Canada (GRC) partagent la responsabilité de protéger les frontières du Canada par l'administration et l'application de la Loi sur les douanes, la Loi sur l'immigration et la protection des réfugiés (LIPR), ainsi que d'autres lois et règlements applicables. Les deux organisations relèvent directement du ministre de la Sécurité publique et de la Protection civile.
- 1.2 Les alinéas 5(1)d) et e), le paragraphe 5(2) et l'alinéa 13(2)b) de la Loi sur l'Agence des services frontaliers du Canada autorisent l'ASFC à conclure un accord ou une entente avec un ministère ou un organisme du gouvernement du Canada tel que la GRC.

## 2. Objectif

- 2.1. L'objectif du présent protocole d'entente (PE) est de définir, en termes généraux, le fondement de la coopération entre la GRC et l'ASFC relative à l'application de la législation frontalière. Les domaines de coopération précis et les paramètres connexes sont exposés dans les annexes du présent PE, qui en font partie intégrante et qui peuvent, sous réserve de l'article 11 ci-après, être modifiées selon les besoins.

## 3. Missions

- 3.1. La GRC, la force de police nationale du Canada, est chargée de remplir toutes les fonctions des agents de la paix en ce qui concerne le maintien de la paix, la prévention du crime et des infractions aux lois fédérales et à celles en vigueur dans les provinces où ils peuvent être employés, ainsi que l'apprehension des criminels. La GRC s'acquitte de son mandat en appliquant la *Loi sur la Gendarmerie royale du Canada* et les règlements connexes, en exerçant ses fonctions et attributions en vertu de la common law, et en veillant à l'application du *Code criminel* et d'autres lois fédérales.
- 3.2. L'ASFC, conformément au paragraphe 5(1) de la *Loi sur l'Agence des services frontaliers du Canada*, est chargée de dispenser des services frontaliers intégrés à l'appui des priorités en matière de sécurité nationale et de faciliter la libre circulation des personnes et des marchandises, y compris les aliments, les végétaux et les animaux à la frontière. L'ASFC a la responsabilité principale d'appliquer la *Loi sur les douanes*, la LIPR et d'autres mesures législatives frontalières à tous les points d'entrée. Elle est

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chargée de gérer le passage des voyageurs et des marchandises aux points d'entrée, les enquêtes sur les infractions à la *Loi sur les douanes* et à la LIPR, ainsi que les activités de contrôle de l'immigration.

#### 4. Responsabilités

- 4.1. Ainsi qu'il est signalé dans la déclaration de coopération signée le 3 juillet 2012, l'ASFC et la GRC ont la responsabilité commune de protéger les frontières du Canada.
- 4.2. La GRC et l'ASFC prévoient créer, au besoin, un (ou des) comité(s) de surveillance chargé(s) de veiller à ce que l'objectif du présent PE soit atteint et de fournir des orientations appropriées.
- 4.3. La GRC et l'ASFC, dans l'exercice de leur responsabilité commune, prévoient coopérer aux niveaux stratégique, opérationnel et tactique pour :
  - a. résoudre les problèmes communs;
  - b. s'offrir une aide mutuelle et faciliter la création de voies de communication appropriées entre la GRC et l'ASFC;
  - c. se communiquer des renseignements de manière responsable et efficace conformément aux lois applicables;
  - d. se consulter lors de l'élaboration et de la prestation de protocoles, programmes et séances de formation d'intérêt mutuel;
  - e. se consulter lors de l'élaboration de politiques, de programmes, de procédures, d'évaluations et de rapports pouvant avoir une incidence sur les activités de l'autre participant.

#### 5. Dispositions financières

- 5.1. Les participants devraient acquitter leurs coûts engendrés respectifs dans le cadre des responsabilités qui leur sont attribuées dans le présent PE et collaborer pour évaluer l'incidence financière que la modification des politiques ou pratiques pourrait avoir sur chacune des organisations.

## ● Coordination des communications

- 6.1. Les participants prévoient offrir activement une connaissance de la situation, pour l'élimination des conflits, en ce qui a trait aux activités de communications prévues à l'administration centrale et à l'échelle du pays, et, au besoin, coordonner des approches conjointes visant les opérations et les initiatives communes.

## 7. Sécurité et échange de renseignements

- 7.1. Chaque participant prévoit s'assurer que seront respectées, dans le cadre de leur collaboration, les dispositions décrites dans la section consacrée à la confidentialité et à la sécurité des renseignements de l'annexe sur l'échange de renseignements. De plus, chaque participant veillera à ce que les normes et les exigences de la Politique sur la sécurité du gouvernement, la Norme opérationnelle de la *Loi sur la protection de l'information* et les dispositions de l'annexe sur l'échange de renseignements soient respectées.
- 7.2. Chaque participant prévoit s'assurer que si des renseignements sont communiqués par voie électronique, ils seront transmis au moyen d'une technologie approuvée pour la communication, le traitement et le stockage électroniques et dotée d'un niveau de protection correspondant au degré de confidentialité des renseignements.

## 8. Règlement des différends

- 8.1. En cas de différend sur une question abordée dans une annexe du présent PE, il devrait y avoir des efforts soutenus pour régler la question à l'amiable par les personnes désignées à titre de personnes-ressources dans l'annexe. S'il est démontré que, à la suite d'efforts considérables, la question ne peut être réglée à ce niveau, celle-ci sera renvoyée au groupe de travail conjoint décrit dans l'annexe sur la gouvernance.

## 9. Entrée en vigueur et réexamen

- 9.1. Le présent PE et ses annexes entreront en vigueur une fois signés par les deux participants et demeureront en vigueur jusqu'à leur résiliation par l'un ou l'autre des participants conformément aux dispositions ci-dessous.

- 9.2. Le PE sera réexaminé tous les cinq ans, le premier réexamen se tenant cinq ans après la date de signature.

## 10. Modifications

- 10.1. Le présent PE peut être modifié en tout temps par un échange de lettres entre les signataires de ce PE. De même, les annexes du PE peuvent être modifiées par leurs signataires.

## 11. Durée et résiliation

- 11.1. Le présent PE et toute annexe entreront en vigueur dès leur signature par les participants et demeureront en vigueur jusqu'à ce qu'ils soient remplacés par une autre entente ou qu'ils soient résiliés conformément aux dispositions du présent paragraphe.
- 11.2. Le présent PE peut être résilié ou, si le PE lui-même n'est pas résilié, des annexes particulières peuvent être résiliées en tout temps par le consentement des participants ou sur préavis écrit de 90 jours donné par un des participants à l'autre.

## 12. Annexes

- 12.1. Les annexes du présent PE font partie intégrante de ce PE et doivent être interprétées d'une manière conforme à ce PE.
- 12.2. Tous les PE présentement en vigueur entre les participants seront résiliés ou, le cas échéant, mis à jour et consolidés en fonction de leur sujet dans des annexes précises jointes au présent PE.
- 12.3. Toute entente future proposée entre les participants portant sur un sujet qui n'est pas encore abordée par le PE ou une de ses annexes sera intégrée au présent PE au moyen d'une nouvelle annexe, lorsqu'il n'y a pas de façon pratique de l'intégrer à une annexe existante. Le groupe de travail conjoint, décrit dans l'annexe sur la gouvernance, décidera de la manière appropriée de résoudre de telles situations.

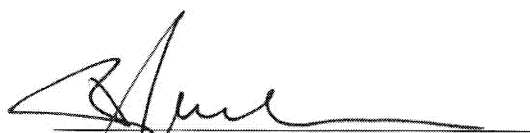
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**13. Avis de non-responsabilité juridique**

13.1. Le présent PE n'est pas destiné à créer des liens contractuels entre les participants et n'est pas destiné à imposer des obligations juridiques à l'un ou l'autre des participants.


Le présent protocole d'entente, rédigé dans les deux langues officielles, a été signé en deux exemplaires, chaque exemplaire étant également valide.

Pour la **GENDARMERIE ROYALE DU CANADA** :

  
Bob Paulson  
Commissaire

Date : 2014-03-13

Pour l'**AGENCE DES SERVICES FRONTALIERS DU CANADA** :

  
Luc Portelance  
Président

Date : 2014-01-31

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## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT**, made in triplicate as of the 29th day of September 2007.

**BETWEEN** **CANADIAN POLICE INFORMATION CENTRE**  
(hereinafter known as CPI Centre),  
a National Police Service of the  
**ROYAL CANADIAN MOUNTED POLICE**

**AND** **CANADA BORDER SERVICE AGENCY**  
**BORDERS INTELLIGENCE DIVISION (Regional Intelligence Officers)**  
**& IMMIGRATION WARRANT RESPONSE CENTER)**  
(hereinafter known as the agency)

### BACKGROUND:

**WHEREAS** the agency has requested access to the Canadian Police Information Centre system;

**AND WHEREAS** the Canadian Police Information Centre is entering into this Memorandum of Understanding in accordance with the CPIC policy governing access/connections to the National Police Service Network (hereinafter known as the network) and the CPIC system;

**AND WHEREAS** the authority is delegated to the Director General of the CPI Centre pursuant to sub-section 5(2), Royal Canadian Mounted Police Act, which provides the Commissioner of the Royal Canadian Mounted Police (RCMP) authority to delegate his powers;

**AND WHEREAS** the CPIC Advisory Committee is responsible for establishing the scope and content of CPIC data banks, files, categories and records; how the system is used and regulated; and the criteria to determine which agencies are eligible to use the system;

**AND WHEREAS** the CPIC Advisory Committee has granted the agency **Category II (B)** access to the CPIC system as described in the CPIC Reference Manual, **and as an exception the Regional Intelligence Officers may access the Intelligence Data Bank**, this Memorandum of Understanding stipulates the conditions of that access for the agency.

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## **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

### **DEFINITIONS:**

- 1.1** In this Memorandum of Understanding (MOU) the following terms, in singular or plural form according to the context, are defined as follows:

**"Ancillary Data Bank"** as defined in the CPIC Reference Manual;

**"CPIC" and "CPIC system"** mean the Canadian Police Information Centre computer system, a National Police Service administered by the Royal Canadian Mounted Police;

**"CPIC Advisory Committee"** means a governing body that is composed of members of major city police departments in Canada and federal and provincial law enforcement representatives, and its chair is appointed by the Commissioner of the Royal Canadian Mounted Police;

**"CPI Centre"** means the Canadian Police Information Centre, a National Police Service administered by the Royal Canadian Mounted Police;

**"CRPQ"** means Centre de renseignements policiers du Québec;

**"Identification Data Bank"** as defined in the CPIC Reference Manual;

**"Instructional Data Bank"** as defined in the CPIC Reference Manual;

**"Intelligence Data Bank"** as defined in the CPIC Reference Manual;

**"Interface"** means any computerized device, other than that provided by the RCMP, which acts as a direct communications link between a user or data bank and the CPIC system;

**"Investigative Data Bank"** as defined in the CPIC Reference Manual;

**"NPS"** means National Police Services;

**"NPSNet"** means National Police Services Network;

**"ORI"** means Originating Agency Identifier;

**"PSD"** means Ontario Public Safety Division;

## **2. PURPOSE AND SCOPE**

- 2.1** This MOU sets out the roles and responsibilities of the Parties in regards to the provision of access to designated agency employees to the CPIC databases as described herein.

## **3. OBLIGATIONS OF CPI Centre**



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- 3.1 The CPI Centre will assign identifiers (ORI's) to the agency's system(s). These ORI's will accompany all transactions delivered across the network connection or interface to the CPIC system's NPSNet.
- 3.2 The CPI Centre shall permit on-line computer access to the following CPIC files or categories in accordance with the terms and conditions of this Memorandum of Understanding:
  - i) Standard query of the following Investigative Data Bank Files: Persons, Vehicles, Marine and Property;  
  
***Note 1:** As of 2003-07-07 access to the Persons file by Category II and III agencies excludes access to information contributed by municipal and provincial agencies in Quebec.*  
  
***Note 2:** Access to the Firearms Interest Police (FIP) sub-category of the Special Interest Police (SIP) category is restricted to Category I agencies, the Canadian Firearms Centre and provincial/territorial Chief Firearms Officers only.*  
  
***Note 3:** Access to youth information is predicated upon having provided documentation to CPI Centre confirming entitlement under Section 119, sub-section 1, Youth Criminal Justice Act.*
  - ii) Standard query of the Identification Data Bank;
  - iii) Standard query of the Intelligence Data Bank (this access is restricted to the Regional Intelligence Officers);
  - iv) Standard query of the Ancillary Data Bank files dealing with vehicle registered owner, driver licence information, wandering persons and inmate records, subject to such approvals as may be required from the appropriate access authorities;  
  
***Note:** Access to ancillary data banks is at the discretion of the respective owners of such data banks and may be withdrawn at their request.*
  - v) Standard maintenance access to Persons files of the CPIC Investigative Data Bank in accordance with present CPIC policy (e.g. "hit" confirmation availability 24 hours per day, etc.). Maintenance access is restricted to those CPIC files and categories relating to the agency's mandate.  
  
In this particular case maintenance access is restricted to the Immigration Warrant Response Center in order to maintain immigration warrant and previous deportee records;
  - vi) Access to the CPIC communications system;
  - vii) Standard access to the CPIC Instructional Data Bank.
- 3.3 The CPI Centre, in cooperation with the RCMP Chief Information Officer Sector, shall establish the speed/bandwidth and appropriate network security measures necessary to meet the agency's access needs.

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- 3.4 The CPI Centre shall notify the agency ninety (90) days prior to any changes to the CPIC system/NPSNet which shall require modifications to the equipment or software used to access the CPIC system.

#### 4. OBLIGATIONS OF THE AGENCY

- 4.1 The agency agrees that any access to the CPIC system shall be for law enforcement functions/purposes only and, in accordance with CPIC policy and within the agency's legislated mandate.
- 4.2 The agency agrees that the CPIC system is not to be used for conducting security or reliability clearance checks of persons unless the licensing function is legislatively mandated. Further, the agency understands that only agencies with full law enforcement authority (Category I) can use CPIC to screen individuals entering into positions of trust with the vulnerable sector (i.e. children, elderly, disabled, etc.).
- 4.3 The agency agrees not to utilize the CPIC system for investigating civil matters.
- 4.4 The agency agrees that all authorized persons having terminal access to the CPIC system must undergo a criminal records check in accordance to the CPIC Reference Manual and proof of the security screening shall be made available to a CPI Centre auditor upon request.
- 4.5 The agency shall install any terminal accessing the CPIC system in a location where its operation is restricted to authorized personnel.
- 4.6 The agency agrees that, before any person is given access to a CPIC terminal, he/she shall receive appropriate training from the CPI Centre Field Operations Sections' personnel or from qualified personnel within the agency.
- 4.7 The agency agrees to implement strict measures to prevent network or computer security breaches which may result in the disclosure, the modification or the deletion of information obtained from or residing in the CPIC system.
- 4.8 The agency acknowledges ultimate responsibility for all access to the CPIC system from any device located on the agency's side of the network connection or interface.
- 4.9 The agency agrees not to disseminate any information obtained from the CPIC Ancillary Data Bank. The agency may not further disseminate any information obtained from any of the other CPIC data banks except where that use is consistent with the carrying out of its law enforcement duties and responsibilities. The agency may however disseminate CPIC information to another approved CPIC agency provided it does not conflict with provincial or federal privacy legislation and a Letter of Understanding is in place between the agencies concerned.
- 4.10 The agency will ensure that the REM keyword (Remarks) in all queries includes the name or a unique identifier of the requesting person, the reason, and the file number for which the query is being conducted. The agency further agrees that sufficient documentation will be placed on file to support the legitimacy of the queries conducted.

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- 4.11 The agency shall report any and all known or suspected breaches of security or misuse of the system, and send the details of the breach and the result of the investigation to the appropriate CPI Centre Field Operations Section, the Ontario Public Safety Division (PSD) for provincial/municipal agencies in the Province of Ontario, or the Centre de renseignements policiers du Québec (CRPQ) for provincial/municipal agencies in the Province of Quebec, with an information copy being sent to the Director General of the CPI Centre.
- 4.12 The agency may use CPIC for licensing purposes provided that:
- i) The licensing function of the agency is legislatively mandated;
  - ii) The agency is legally entitled to receive CPIC information, as identified in section 3.2 above, in carrying out its mandate;
  - iii) With the agreement of the law enforcement agency of jurisdiction, part of the screening process should include a check of local records;
  - iv) A copy of the Act with specific reference to the licensing function of the agency has been forwarded to the Director General of the CPI Centre.
- 4.13 The agency agrees to submit to the Director General of the CPI Centre a completed NPSNet Connection Authorization/Change Request form and a system diagram describing the agency's technical environment. The CPI Centre must be informed of all proposed changes to the agency's technical environment for consideration of their technical and security impact on the CPIC system, the NPSNet and the agency, in accordance with the CPIC Reference Manual at Part 1, Chapter 4.

Some examples of these types of changes are:

- i) The addition of a network connection to another agency or an intranet or the internet;
- ii) The addition of a new network type or new technology (e.g. a radio network, a dial-in connection, wireless access, or a virtual LAN/WAN service within a municipality);
- iii) The addition of servers within the security perimeter which requires allowing public access through the agency's firewall; and
- iv) The addition, replacement, or removal of security mechanisms such as firewalls or access control devices.

## 5. JOINT OBLIGATIONS

- 5.1 The agency and the CPI Centre acknowledge the necessity to respect the privacy of individuals and to protect the data available through the CPIC system. The agency and the CPI Centre shall comply with applicable provincial or federal access to information and privacy laws.
- 5.2 The agency shall report all complaints of CPIC policy violations to the appropriate CPI Centre Field Operations Section, the PSD for provincial/municipal agencies in the Province of Ontario, or the CRPQ for provincial/municipal agencies in the Province of Quebec, with an information copy being sent to the Director General of the CPI Centre, National Police Service. The user agency or agencies involved shall investigate thoroughly and expediently all complaints of CPIC policy violations. The results of the investigation, including corrective or disciplinary action taken, shall be reported to the Director General of the CPI Centre for the record and the annual report to the Advisory Committee, via their local Field Operations Section, PSD or CRPQ.

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- 5.3 If complaints of CPIC policy violations cannot, for whatever reason, be resolved by the agency, the Director General of the CPI Centre shall have an investigation conducted through either the appropriate CPI Centre Field Operations Section, the PSD for provincial/municipal agencies in the Province of Ontario, or the CRPQ for provincial/municipal agencies in the Province of Quebec.
- 5.4 Information in the CPIC system is for investigational purposes only, and does not positively identify an article of property or a person. Output from CPIC must therefore not be acted upon without verification with the originator of any related record.

## **6. FINANCIAL ARRANGEMENTS**

- 6.1 The agency shall provide, at their expense, all computer equipment necessary to establish and maintain the network connection to the CPIC system. All costs associated with same shall be the responsibility of the agency with the exception of damages incurred through negligence on the part of RCMP employees.
- 6.2 The agency understands and agrees that the network connection and/or interface access to the CPIC network is contingent upon remaining compatible with all applications, networking and security changes authorized by the CPIC Advisory Committee. The agency is responsible for the cost of any upgrades required to maintain that compatibility.
- 6.3 Security measures will have to be in place to provide confidentiality, data integrity and system availability. These security measures must be discussed with and approved by the CPI Centre prior to the system implementation. All costs associated with these security measures shall be the responsibility of the agency.

## **7. DEPARTMENTAL REPRESENTATIVES**

- 7.1 The regular liaison channels and points of contact of the Parties shall be:
  - (i) The Manager, Information Management Section, Interoperability Division, CBSA;
  - (ii) The Manager, CPI Centre Field Operations Section, Ontario/Quebec/Nunavut.

## **8. DISPUTE RESOLUTION**

- 8.1 In the event of a dispute arising from the interpretation or operation of this MOU, it shall be referred to the Parties' representatives set out above, who shall use their best efforts to resolve the matter amicably.
- 8.2 If such negotiations fail, the Parties agree to refer the matter to the Director General of the CPI Centre and the Director, Interoperability Division, Policy and Program Development Directorate, CBSA. This shall be the final level for conflict resolution within each of the organizations here above noted.

## **9. LIABILITY**

- 9.1 Each party shall be responsible for any damages caused by the conduct of its employees or agents in carrying out the term of this MOU.

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- 9.2 The maintenance of accurate, up-to-date information is the responsibility of the CPIC agency contributing such information.

## **10. AMENDMENT TO THE MOU**

- 10.1 This Agreement may be amended by mutual consent between the CPI Centre and the Director General, Policy and Program Development Directorate, CBSA at any time. Amendments shall only come into force after completion of applicable internal procedures by both Parties and written notification thereof.

## **11. TERM**

- 11.1 This Memorandum of Understanding is not entered into, nor is this Memorandum of Understanding written as a formal or legally binding agreement, but is only a definite expression and record of purpose and intention of the Parties concerned to which each honourably pledge themselves.
- 11.2 Upon execution by both Parties, the Memorandum of Understanding supersedes any prior oral or written statements of any kind between the agency and the Canadian Police Information Centre.
- 11.3 This Memorandum of Understanding is effective from the date of signing.

## **12. AUDITS**

- 12.1 The agency agrees to permit the CPI Centre auditors on-site for the purpose of auditing the use by the agency of the CPIC system and network(s) on which it operates to ensure compliance with the terms of this Memorandum of Understanding, CPIC policy, and the use and dissemination of information from the CPIC system. The agency further agrees to permit the CPI Centre auditors access to any computer terminal accessing the CPIC system, terminal operators and relevant CPIC documentation.
- 12.2 The agency agrees to provide the CPI Centre auditors with all applicable documentation to confirm the validity for entering records on the CPIC system and agrees to render all necessary assistance to the CPI Centre auditors to enable a complete physical audit of the agency's CPIC operations.
- 12.3 The agency agrees to remove or correct, at the request of an auditor, a record entry that does not conform with the CPIC Reference Manual.

## **13. TERMINATION**

- 13.1 This Memorandum of Understanding may be terminated at any time upon ninety (90) days written notification by either of the Parties.
- 13.2 Upon the termination of this Memorandum of Understanding, the CPI Centre shall take the necessary steps to have the communications line(s) from the agency to the CPIC system disconnected and the agency shall return to the CPI Centre all software and hardware that may have been provided.

## **14. NOTIFICATION OF CHANGES AFFECTING THE AGREEMENT**

Protected "A"

- 14.1 A review of the provisions of this Memorandum of Understanding by the CPI Centre shall occur at least every two (2) years from the date of signing.
- 14.2 A formal evaluation of the provisions of this Memorandum of Understanding by both Parties shall occur at least every four (4) years from the date of signing.
- 14.3 Both Parties undertake to notify each other in writing of any regulatory or policy changes that are likely to affect this agreement.

IN WITNESS WHEREOF, the agency has caused this Memorandum of Understanding to be duly signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2007.  
(city & province)

\_\_\_\_\_  
(Signed)

Name: Ms. Caroline Xavier

Title: Director General, Policy and Program Development Directorate

Agency: Canada Border Services Agency

IN WITNESS WHEREOF, the CANADIAN POLICE INFORMATION CENTRE, a National Police Service of the ROYAL CANADIAN MOUNTED POLICE, has caused this Memorandum of Understanding to be duly signed at Ottawa, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Gordon L. Finck, Chief Superintendent  
Director General  
Canadian Police Information Centre